

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 24-20037-CIV-MARTINEZ

GOPRO, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED
LIABILITY COMPANIES, PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS IDENTIFIED
ON SCHEDULE A,

Defendants.

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS MATTER comes before the Court on Plaintiff's Motion for Entry of Final Default Judgment (the "Motion"), (ECF No. 61). The Court granted the Motion in a separate Order, (ECF No. 77). Pursuant to Federal Rule of Civil Procedure 58(a), the Court hereby **ENTERS THIS SEPARATE FINAL JUDGMENT.**

Accordingly, it is **ORDERED and ADJUDGED** that **Final Default Judgment is hereby entered** in favor of Plaintiff, GOPRO, INC., ("GOPRO" or "Plaintiff"), and against the Defendant Individuals, Partnerships, or Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants") as follows:

(1) Permanent Injunctive Relief:

Defendants and their officers, directors, employees, agents, subsidiaries, distributors, and all persons acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

- a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing Plaintiff's trademarks, or any confusingly similar trademarks identified in Paragraph 1 of the Complaint (the "GOPRO Trademarks") (ECF No. 1);
- b. using any reproduction, counterfeit, copy, derivative, or colorable imitation of the Copyrights identified in Paragraph 1 of the Complaint (the "GOPRO Copyrights") (ECF No. 1);
- c. using the GOPRO Trademarks or Copyrights in connection with the sale of any unauthorized goods;
- d. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;
- e. falsely representing themselves as being connected with Plaintiff, through sponsorship or association;
- f. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiff;
- g. using any reproduction, counterfeit, copy, or colorable imitation of the GOPRO Trademarks or Copyrights in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
- h. affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiff or in any way endorsed by Plaintiff;
- i. otherwise unfairly competing with Plaintiff;
- j. using the GOPRO Trademarks or Copyrights, or any confusingly similar trademarks or works on e-commerce marketplace sites, domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce stores, websites, and/or Internet businesses registered, owned, or operated by Defendants; and
- k. effecting assignments or transfers, forming new entities or associations or

utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

(2) Additional Equitable Relief:

- a. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Internet based e-commerce stores operating under the seller identification names identified on Schedule "A" hereto (the "Seller IDs"), including but not limited to Alibaba, AliExpress, Amazon, DHGate, eBay, Temu, and Wish, shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of the GOPRO Trademarks and Copyrights via the e-commerce stores operating under the Seller IDs, and any other listings and images of goods bearing counterfeits and/or infringements of the GOPRO Trademarks and Copyrights associated with the same sellers or linked to any other alias seller identification names or e-commerce stores being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of the GOPRO Trademarks and Copyrights; and
- b. Upon Plaintiff's request, any Internet marketplace website operator and/or administrator who is in possession, custody, or control of Defendants' goods bearing one or more of the GOPRO Trademarks and Copyrights, including but not limited to Alibaba.com, Hong Kong Limited, which operates the AliExpress.com platform, DHgate.com, eBay Inc., Etsy.com, SIA Joom, which operates the Joom.com platform, Walmart.com, and Wish US Holdings, LLC, which operates the Wish.com platform, shall permanently cease fulfillment of and sequester those goods, and surrender the same to Plaintiff.

(3) Statutory damages in favor of Plaintiff pursuant to 15 U.S.C. § 1117(c):

- a. Award Plaintiff damages of \$200,000.00 against each Defendant against whom Plaintiff has brought a trademark infringement claim, for which let execution issue, based upon the Court's finding that Defendants infringed at least one trademark on one type of good. The Court considered both the willfulness of Defendants' conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

(4) Statutory damages in favor of Plaintiff pursuant to 17 U.S.C. § 504:

- a. Award Plaintiff damages of \$150,000.00 against each Defendant against whom Plaintiff has brought a copyright infringement claim, for which let execution issue, based upon the Court's finding that Defendants willfully infringed Plaintiff's Copyrights under 17 U.S.C. § 504(c). The allegations in the Complaint, which are taken as true, establish that Defaulting

Defendants intentionally infringed on Plaintiff's Copyrights for the purpose of advertising, marketing, and selling their products not authorized, endorsed or approved by Plaintiff. This award is within the statutory range for a willful violation, and is sufficient to compensate Plaintiff, punish Defaulting Defendants, and deter Defaulting Defendants and others from continuing to infringe on Plaintiffs' copyrights.

(5) All funds currently restrained or held on account for all Defendants by all financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms, including but not limited to, Alibaba.com, AliExpress.com, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), AliPay (China) Internet Technology Co. Ltd. and Alipay.com Co., Ltd. (collectively, "Alipay"), Amazon.com, Worldpay US, Inc. ("Worldpay"), Dunhuang Group, which operates the DHgate.com and DHPay.com platforms, eBay.com, Etsy.com, SIA Joom, which operates the Joom.com platform ("Joom"), Walmart.com, Wish, PayPal, Inc. ("PayPal"), Payoneer, PingPong, LianLian, OFX, and their related companies and affiliates, are to be immediately (within 5 business days) transferred by the previously referred to financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms and by Defendant, to Plaintiff and/or Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms, including but not limited to Alibaba, AliExpress, Alipay, DHgate, Joom, Wish, Wishpay, Amazon, Amazon Pay, eBay, Etsy, Walmart, PayPal, Payoneer, PingPong, LianLian, OFX, and/or their related companies and affiliates, shall provide to Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) total funds released per Defendant to Plaintiff.

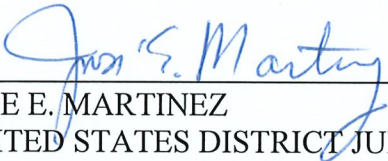
(6) Interest from the date this action was filed shall accrue at the legal rate. *See* 28

U.S.C. § 1961.

(7) The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk.

(8) The Court retains jurisdiction to enforce this Final Default Judgment and Permanent Injunction.

DONE AND ORDERED in Chambers at Miami, Florida, this 25 day of November, 2024.



JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
Magistrate Judge Sanchez
All counsel of record

Schedule A

DOE No.	Defendant Seller	Defendant Online Marketplace
1	AUSEK LIMITED	https://hkausek.en.alibaba.com
2	Chengdu Jingfeng Optical Technology Co., Ltd.	https://cnjtf2019.en.alibaba.com
3	Dongguan Hdking Smart Technology Co. Ltd	https://hdkingcamera.en.alibaba.com
4	Guangzhou Yuexiu District Yanbing Photographic Equipment Store	https://yanbing.en.alibaba.com
5	Hunan Fanjie Biological Technology Co., Ltd.	https://hnfanjie.en.alibaba.com
6	Hunan Hanli Network Technology Co., Ltd.	https://hnhl123.en.alibaba.com
7	Quanzhou Bomeirui Import&Export Trade Co. Ltd.	https://bomeirui.en.alibaba.com
8	Shenzhen Adika Technology Co., Limited	https://adika.en.alibaba.com
10	Shenzhen Boyuan Technology Co., LTD	https://lgboyuan.en.alibaba.com
12	Shenzhen Gofuture Technology Co., Ltd.	https://car-dvr.en.alibaba.com
14	Shenzhen Huluwa Mutual Entertainment Technology Co., Ltd.	https://sparkenergy.en.alibaba.com
15	Shenzhen Jianan Technology Co., Ltd.	https://cn1522894301apri.en.alibaba.com
16	Shenzhen Jingyue Technology Co., Ltd.	https://jingyuetec.en.alibaba.com
18	Shenzhen Mingxi Trading Co., Ltd.	https://mingxi0195.en.alibaba.com
19	Shenzhen Poki Technology Co., Ltd	https://szpoki.en.alibaba.com
20	Shenzhen Sincere Tech Co., Ltd.	https://sinceretech.en.alibaba.com
21	Shenzhen Somo Technology Co., Ltd.	https://somo.en.alibaba.com
22	Shenzhen STARTRC Technology Co., Ltd.	https://startrc.en.alibaba.com/

DOE No.	Defendant Seller	Defendant Online Marketplace
23	Shenzhen Tengwenda Technology Co., Ltd.	https://tengwenda.en.alibaba.com
24	Shenzhen Wonderful Digital Technology Co., Ltd.	https://wonderful1688.en.alibaba.com
25	Shenzhen Youfan Industry Co., Ltd.	https://gdyoufan.en.alibaba.com
26	Shenzhen Zhencheng Technology Co., Ltd.	https://sjcamhd.en.alibaba.com
29	Zhongshan Mingju Electronic Technology Co., Ltd.	https://mingjukeji.en.alibaba.com
30	3C-Camera Store	https://www.aliexpress.com/store/1101375424
31	Afant Store	https://www.aliexpress.com/store/1101651753
32	A-G-A-G-Technology Store	https://www.aliexpress.com/store/1101954959
33	Amy Wholesale Electronic Co., Ltd.	https://www.aliexpress.com/store/1100690124
34	Autoeye Super Store	https://www.aliexpress.com/store/1101938215
35	Camera base Store	https://www.aliexpress.com/store/1101392634
36	CIRO GLOBAL Store	https://www.aliexpress.com/store/1102280544
37	Egoer Store	https://www.aliexpress.com/store/1101547338
39	EXSKOF Official Store	https://www.aliexpress.com/store/1100790570
40	GoPro choice Store	https://www.aliexpress.com/store/1102924785
42	HGDO Translation Store	https://www.aliexpress.com/store/1101582206
43	Lanbeika 3C Store	https://www.aliexpress.com/store/1100499191
44	Long Xiang digital Store	https://www.aliexpress.com/store/1100419886
45	PROGRACE Official Store	https://www.aliexpress.com/store/1101539661
46	Queenwill Official Store	https://www.aliexpress.com/store/1102560583
47	reedtock Global Store	https://www.aliexpress.com/store/1100444079
49	Shop Good Friend Tool 9 Store	https://www.aliexpress.com/store/1102508004
50	Shop1102733322 Store	https://www.aliexpress.com/store/1102732313
51	Shop1102736306 Store	https://www.aliexpress.com/store/1102736307
52	Shop1102790377 Store	https://www.aliexpress.com/store/1102789399
53	Shop911427011 Store	https://www.aliexpress.com/store/1101612822
54	Taomei Digital Store	https://www.aliexpress.com/store/1101548220
55	WKS Store	https://www.aliexpress.com/store/1101394927

DOE No.	Defendant Seller	Defendant Online Marketplace
61	GOOOY	https://www.amazon.com/sp?seller=A1MC2JV63XFOBM
67	Pergear	https://www.amazon.com/sp?seller=A3P9EAC3KD93H7
80	tyre_pitts	https://www.dhgate.com/store/about-us/21770777.html
81	BGNing	https://www.ebay.com/str/bgning
82	bora.akan	https://www.ebay.com/str/boraakan
86	department-store168	https://www.ebay.com/usr/department-store168
88	first2sav-direct	https://www.ebay.com/usr/first2sav-direct
90	Girly Donna	https://www.ebay.com/str/girlydonna
91	g-luckyhome	https://www.ebay.com/str/gluckyhome
92	Gohiii	https://www.ebay.com/str/angdasshop
93	hl_1999	https://www.ebay.com/usr/hl_1999
94	keren4829	https://www.ebay.com/usr/keren4829
95	kingsdemit	https://www.ebay.com/usr/kingsdemit
98	monalp	https://www.ebay.com/str/monalp
99	oncost	https://www.ebay.com/usr/oncost
104	wanwanxu	https://www.ebay.com/str/wanwanxu
105	Welcome to DidiLaDi's Store	https://www.ebay.com/str/clickheresurprise
106	yolanda2015	https://www.ebay.com/usr/yolanda2015
108	forreste	https://www temu.com/forreste-m-634418210854094.html
112	Action Hero	https://www.wish.com/merchant/5e28516125ef5f1d32eb35a3
116	FTNY Phone Accessories	https://www.wish.com/merchant/59f5629072765365ede903d2
117	Grase's department store	https://www.wish.com/merchant/5ab23a871843541bd9c42f93
120	MaojiuzonglulOj	https://www.wish.com/merchant/5e86dc2d333873b7327102a8
121	MarycelaGalindo	https://www.wish.com/merchant/5e79f3853a27aa7e2fc1e2da
123*	sipeng888	https://www.wish.com/merchant/5b6547347f86da11a7aa265f
125	Telunsi	https://www.wish.com/merchant/5d57f1e040defd70c0ace703
127	Ty1012 Store	https://www.wish.com/merchant/5ad49b919c15ff1e17e2864e
128	xidian store	https://www.wish.com/merchant/5d5e17de560eca4da7b2c4af
129	Xiny Store	https://www.wish.com/merchant/5a2a82250f193f548243adfc

* Although the Plaintiff has listed Defendant No. 123 as “sipeng666” in ECF Nos. 68 and 72, that appears to be a clerical error in reproducing the seller information that was set forth in the original Schedule A, ECF No. 12-1, and in the website information accompanying the Plaintiff’s filings.